

ORDINANCE NO. G-2014-33

TO THE COMMON COUNCIL

THE CITY OF EVANSVILLE, INDIANA

GREETINGS:

**APPLICATION FOR CERTIFICATION OF CONVENIENCE
AND NECESSITY FOR TAXICABS**

RIVER CITY YELLOW CAB CO., INC., d.b.a. Yellow Cab Co., d.b.a. Checker Cab Co., respectfully submits its Application for a Certificate of Convenience and Necessity for the operation of taxicabs for hire in the City of Evansville, Indiana, for the year **2015** and in support of its Application says as follows:

1. The Applicant is a Corporation organized and existing under the laws of the State of Indiana with its principal place of business at 1027 East Virginia Street, Evansville, Indiana.
2. The Applicant is now operating a fleet of twenty (20) taxicabs in the City of Evansville, Indiana.
3. The Applicant has financial resources and assets sufficient to allow the operation of a fleet of fifty (50) or more taxicabs with all necessary equipment and supportive services including without limitation, licensed drivers and dispatchers.
4. The Applicant is financially responsible and now has public liability and property damage insurance on all its equipment and submits proof of that insurance with this Application, attached hereto **SCHEDULE "A,"** and assures that such coverage will be kept in full force and effect.
5. The equipment that the Applicant proposes to use consists of those automobiles generally identified on **SCHEDULE "B"** attached to the Application.

WHEREFORE, the Application prays that a Certificate of Convenience and Necessity permitting the operation of up to fifty (50) taxicabs for hire be issued to River City Yellow Cab Co., Inc., for the year **2015**.

RIVER CITY YELLOW CAB CO., INC.

By: 

DEBORAH D. DILLON, PRESIDENT

FILED

NOV 26 2014

Jana Widness
CITY CLERK

Introduced By: Chairman H. DAN ADAMS
Committee: ASD

ORDINANCE NO. 9-2014-33

**AN ORDINANCE GRANTING CERTIFICATES OF CONVENIENCE AND
NECESSITY FOR THE OPERATION OF TAXICABS FOR THE YEAR 2015**

WHEREAS, it is provided by an ordinance of the City of Evansville, Indiana, that no taxicabs shall be operated for hire upon the streets of the City of Evansville, Indiana, unless a Certificate of Convenience and Necessity therefore is granted by an ordinance of the Common Council of said City; and

WHEREAS, River City Yellow Cab Co., Inc., has filed its petition requesting Certificates of Convenience and Necessity for permission to operate taxicabs for hire in the said City.

WHEREAS, it is the opinion of the Common council of the said City that the demands of the public require the operation of said taxicabs for hire.

BE IT, THEREFORE, ORDAINED by the Common Council of the City of Evansville, Indiana, as follows:

Section 1. That River City Yellow Cab Co., Inc. be and hereby is granted a Certificate of Convenience and Necessity for the operation for hire upon the streets of the City of Evansville fifty (50) taxicabs.

Section 2. The Certificate of Convenience and Necessity shall expire on the 1st day of January, 2015.

Section 3. River City Yellow Cab Co., Inc. shall maintain public liability insurance for personal injury and property damage in effect on all of the vehicles in its operation fleet and an insurance certificate will be provided to the City Controller. If in the course of operations during the effective date of this ordinance business necessitates an increase in the operating fleet beyond the vehicles currently in use, a new certificate within (10) days of increase shall result in a penalty of \$250.00 per vehicle, per day.

Section 4. Failure to provide City Controller with proper documentation of inspection prior to new vehicle operation shall result in a penalty of \$250.00 per vehicle, per day.

Section 5. The service provider shall supply the controller with documentation on proper inspection from the Board of Public Safety and approved taxicab inspection facility before new vehicles are added to the street fleet itemized on the insurance certificates attached to the Ordinance. Failure to provide the City controller with proper documentation of inspection prior to new vehicle operation shall result in a penalty of \$250.00 PER VEHICLE, PER DAY.

FILED

NOV 26 2014


Jana Widner
CITY CLERK

Section 6. The service provided shall require all drivers operating vehicles covered by this Ordinance to comply with City Code 11.116.05, which requires drivers to be licensed.

Section 7. The service provider shall work diligently with the Board of Public Safety and approved taxicab inspection facility to have the annual vehicles inspections scheduled and timely completed each year, in order for the Controller to have the proper documentation to issue taxi licenses and license inspection cards in a timely manner.

Section 8. This ordinance shall be in full force and effect from and after its passage by the Common Council and its approval by the Mayor.

PASSED BY THE COMMON COUNCIL OF THE CITY OF EVANSVILLE, INDIANA ON THE 15 DAY OF December, 2014, ON SAID DAY SIGNED BY THE PRESIDENT OF THE COMMON COUNCIL AND ATTESTED BY THE CITY CLERK.



JOHN FRIEND, PRESIDENT
COMMON COUNCIL OF
THE CITY OF EVANSVILLE, INDIANA

ATTEST: Laura Windhorst

PRESENTED BY ME, THE UNDERSIGNED CITY CLERK OF THE CITY OF EVANSVILLE, INDIANA, TO THE MAYOR OF SAID CITY, THIS 17 DAY OF December, 2014, AT 4 O'CLOCK P.M. FOR HIS CONSIDERATION AND ACTION THEREON.

Laura Windhorst
LAURA BROWN WINDHORST, CITY CLERK
CITY OF EVANSVILLE, INDIANA

HAVING EXAMINED THE FOREGOING ORDINANCE, I DO NOW, AS MAYOR OF THE CITY OF EVANSVILLE, INDIANA, APPROVE SAID ORDINANCE AND RETURN THE SAME TO THE CITY CLERK THIS 19th DAY OF December, 2014, AT 10:30 O'CLOCK A.M.


LLOYD WINNECKE, MAYOR

CITY OF EVANSVILLE, INDIANA

STATE OF INDIANA)

) SS:

COUNTY OF VANDERBURGH)

DEBORAH DILLON, President of River City Yellow Cab Co., Inc., being first duly sworn on her oath deposes and says that she is President of River City Yellow Cab Co., Inc., and that she has read the foregoing Application for and on behalf of River City Yellow Cab Co., Inc., on this the 25 day of Nov., 2014.

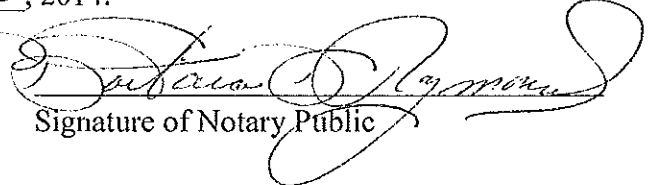


DEBORAH D. DILLON, President
River City Yellow Cab Co., Inc.

SUBSCRIBED AND SWORN to, before me a Notary Public, in and for said County and State this 25 day of November, 2014.

My Commission Expires:

1-4-2016



Signature of Notary Public

My Count of Residence is:

Indiana County Vanderburgh

BARBARA D. Raymond
Printed Name of Notary



BARBARA D. RAYMOND
VANDERBURGH COUNTY
COMMISSION EXPIRES
JANUARY 4, 2016
COMMISSION #467605

SCHEDULE

“A”

CERTIFICATE

OF

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

RIVER-9

OP ID: CH

DATE (MM/DD/YYYY)

11/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Old Kentucky Insurance, Inc. 3099 Breckenridge Lane, #105 P.O. Box 20887 Louisville, KY 40260-0887 Charles G. Hawley		CONTACT NAME: Charles G. Hawley PHONE (A/C, No, Ext): 502-451-8800 FAX (A/C, No): 502-451-8866 E-MAIL ADDRESS:		
INSURED River City Yellow Cab Co. and dba Checker Cab 1027 East Virginia Street Evansville, IN 47711		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Gateway Insurance Company		28339
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			IN1-19-01	01/01/2015	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Public Taxi Service operating in 50 mile regular radius of Evansville, IN

CERTIFICATE HOLDER**CANCELLATION**

The City of Evansville, IN
1 NW Martin Luther King Jr. Bl
Evansville, IN 47708

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SCHEDULE

“B”

**VEHICLE
LIST**

RIVER CITY YELLOW CAB CO., INC.

SCHEDULE "B": VEHICLE LIST

CARS	VIN#
#30 2009 FORD	2FAHP 71 V29X114717
#32 2009 FORD	2FAHP 71 V69X113571
#40 2005 FORD	2FAFP 71 WX5X151816
#42 2002 FORD	2FAFP 71 W42X145098
#45 2007 FORD	1FAFP 53 U17A189978
#48 2002 FORD	2FAFP 71 W02X132025
#49 2005 FORD	2FAFP 71 W75X167424
#52 2005 FORD	2FAFP 71 W25X134699
#54 2005 FORD	2FAFP 71 W95X163343
#55 2005 FORD	2FAFP 71 W35X167419
#56 2005 FORD	2FAFP 71 W35X146750
#73 2001 FORD	2FAFP 71 W01X125381
#77 2005 FORD	2FAFP 71 W85X128437
#80 2005 FORD	2FAFP 71 W05X162839
#81 2006 FORD	2FAFP 71 W96X158970
#86 2005 FORD	2FAHP 71 W65X125853
#90 2008 FORD	2FAFP 71 V88X114873
#92 2008 FORD	2FAFP 71 V88X114873
#210 2000 PONTIAC	1GMDX03EXYD288792
#212 2003 FORD	2FMDA51433BA24546

SCHEDULE

“C”

Rate Sheet

River City Yellow Cab Co.

Rate Schedule

January 1, 2015

DROP CHARGE:	\$ 3.00 FLAT includes 1st 1/5 mile
PER MILE CHARGE:	\$ 0.40 per every additional 1/5 mile
EXTRA PERSONS CHARGE:	\$ 2.00 FLAT
WAIT TIME CHARGE:	\$ 0.40 per minute
Medical Flat Rate:	\$15.00, \$6.75 per care giver
Hourly Rate:	\$30.00

SCHEDULE

“D”

Drug Policy

DRUG-FREE WORKPLACE POLICY

River City Yellow Cab Co.

Adopted December 29, 2009

Effective January 1, 2010 through Current

It is the purpose of River City Yellow Cab Co. (the Company) to help provide a safe and drug-free work environment for our clients, our Independent Contractors and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees and Independent Contractors of River City Yellow Cab Co. The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's or independent contractors work performance, the safety of the employee, independent contractor or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's or independent contractor's work performance, the safety of the employee or the independent contractor or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's or customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee or independent contractor.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- PRE-EMPLOYMENT TESTING: All applicants for covered positions AND applicants for Independent Contractor relationships with the company shall undergo urine drug testing and breath alcohol testing prior to performance of a safety-sensitive function.
 - a. All offers of employment or contractual agreement for covered positions shall be extended conditional upon the applicant passing a drug and alcohol test. An applicant shall not be placed into a safety -sensitive position unless the applicant takes a drug test with verified negative results, and an alcohol concentration below 0.02.
 - b. A non-covered employee or independent contractor shall not be placed, transferred or promoted into a covered position until the employee or independent contractor takes a drug test with verified negative results and an alcohol concentration below 0.02.
 - c. If an applicant fails a pre-employment/pre-contract drug or alcohol test, the conditional offer of employment shall be rescinded as well as any offer of a contractual relationship. Failure of a pre-employment/pre-contract drug and/or alcohol test will disqualify an applicant for employment or independent contractor status for a period of at least one year. ***The applicant must provide the Company proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G of the Company's Drug Testing Procedures followed by Management.*** The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- RANDOM TESTING: Employees and Independent Contractors may be selected at random for drug and/or alcohol testing at any interval determined by the Company.

- **FOR-CAUSE TESTING:** The Company may ask an employee or Independent Contractor to submit to a drug and/or alcohol test at any time it feels that the employee or the Independent Contractor may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's or Independent Contractor's person, or in the employee's or Independent Contractor's vicinity, unusual conduct on the employee's or Independent Contractor's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee or Independent Contractor involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee or Independent Contractor who potentially contributed to the accident or injury event in any way.

If an employee or Independent Contractor is tested for drugs or alcohol outside of the employment and/or Contractual context and the results indicate a violation of this policy, or if an employee or Independent Contractor refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment and the Independent Contractor will be subject to termination of Contract with that individual and the Company. In such a case, the employee or Independent Contractor will be given an opportunity to explain the circumstances prior to any final employment action or Breach and Termination of Contract becoming effective.

DRUG AND/OR ALCOHOL TESTING CONSENT FORM

EMPLOYEE AGREEMENT AND CONSENT TO

DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of River City Yellow Cab Co. (the Company), to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.

Signature of Employee

Date

Employee's Name - Printed

Company Representative

Date

DRUG AND/OR ALCOHOL TESTING CONSENT FORM

INDEPENDENT CONTRACTOR AGREEMENT AND CONSENT TO

DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of RIVER CITY YELLOW CAB CO. (the Company), to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

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This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.

Signature of Independent Contractor

Date

Independent Contractor's Name - Printed

Company Representative

Date

River City Yellow Cab Co., Inc.
d.b.a. Yellow Cab/Checker Cab

1027 East Virginia Street • Evansville, IN 47711 • (812) 429-0011

November 25, 2014

Office of the City Clerk
Laura Brown Windhorst
314 Civic Center Complex
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, IN 47708-1833
Phone: (812) 436-4992

Dear Madame Brown,

As the end of 2014 approaches, the time to reapply for our local authority has arrived. Thank you to for working with me to get our application processed! Your Staff has been so helpful this year! We look forward to continuing to serve our community as your premiere transportation company for another year. It is our priority to make this 28th year of service the best yet. We are proud to submit our renewal packets to your office that include twenty (20) copies of our request for the Renewal of our Certificate for Convenience and Necessity—as well as all of the required documentation. Please find the proposed Ordinance and Application, Insurance Certificate for 2015, Vehicle List, Rate Schedule and the Drug Policy in effect for our company.

We would request that our First Reading and Presentation before City Council be scheduled at the earliest date possible. If you have any questions regarding our submission this year, please contact me at your earliest convenience so that we can work together to ensure this process goes smoothly for both our office and yours. We appreciate the time this process takes for your office—and want to thank you, again, for your help in getting this completed. I look forward to seeing you soon at the upcoming City Council meeting—and wish you and your staff a safe and happy Thanksgiving weekend!

Sincerely,



Heather L. Williams

Vice-President

812-319-3775 Cell

taxigirl.heather@gmail.com